

ORIGINAL
(Red)

Sun Refining and
Marketing Company
Ten Penn Center
1801 Market Street
Philadelphia PA 19103-1699

June 28, 1988



SDMS DocID

2184612

HAND DELIVER

Mr. Lawrence Falkin
U.S.E.P.A. Region III
CERCLA Removal Enforcement Section (3HW14)
841 Chestnut Street
Philadelphia, PA 19107

RE: Metro Container Corporation Site

Dear Mr. Falkin:

Enclosed is our completed response to your
information request dated April 12, 1988.

If you have any questions, please contact me at
(215) 977-3778.

Very truly yours,

Linda L. Hahn
Investigator
Litigation Services

LLH:ds

Enclosures

cc: E. J. Ciechon (w/o enc.)
J. A. Rosen (w/o enc.)
D. A. Smith (w/o enc.)

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION III ORIGINAL
(Red)

In re: Metro Container Corporation Site:
Trainer, Pennsylvania:


AFFIDAVIT

The Undersigned, being duly sworn according to law, states the following:

1. I am a lawyer on the Legal Staff of Sun Refining and Marketing Company ("Sun") and am responsible for representing Sun in the matter pending before the United States Environmental Protection Agency Region III ("USEPA") pertaining to the Metro Container Corporation Site.
2. I have been responsible for responding to Information Request submitted to Sun by USEPA pertaining to the site.
3. In connection with that request, I have supervised a search of Sun's records which I believe was sufficient to locate any documents in Sun's possession which would be responsive to the Information Request. I have also supervised an interviewing process of current and former employees of Sun and its predecessor companies who by reason of their current and/or former responsibilities may have had recollections of information sought in the Information Request.
4. Based on the foregoing, Sun has located the attached documents which Sun believes are responsive to the Information Request. Packet No. 1 contains correspondence and contracts. Packet No. 2 contains accounting documents (invoices, delivery tickets, etc.)
5. Except for the information referenced in paragraph 4, Sun has been unable to locate any documents that are responsive to the Information Request.


James A. Rosen, Esquire

Sworn to before me
this 28th day of
JUNE, 1988.


Notary Public

LINDA L. HAHN, NOTARY PUBLIC
PHILADELPHIA, PHILADELPHIA CO.
MY COMMISSION EXPIRES 2/24/90

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Sun Refining and
Marketing Company
P O Box 426
Marcus Hook PA 19061
215 447 1000

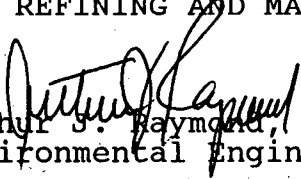
August 9, 1988

Mr. Lawrence Falkin
Compliance Officer
CERCLA Removal Enforcement Section
U.S. E.P.A.
Region III
841 Chestnut Building
Philadelphia, PA 19107

Dear Mr. Falkin:

In your letter of June 17, you indicated that the initiation of site activities by the E.P.A. at Metro Container site was postponed. Do you have a contact in the private party sector who I can contact. My telephone number is 215-447-1175.

Sincerely,
SUN REFINING AND MARKETING COMPANY


Arthur S. Raymond, Manager
Environmental Engineering

AJR:erh
AJR-LF09

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Sun Refining and
Marketing Company
Ten Penn Center
1801 Market Street
Philadelphia PA 19103-1699

July 19, 1988

Jeffrey A. Smith, Esquire
Clark, Ladner, Fortenbaugh & Young
32nd Floor
1818 Market Street
Philadelphia, PA 19103

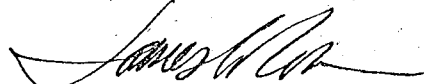
Re: Metro Container Corporation Site

Dear Mr. Smith:

This is to advise you that all future correspondence
regarding the above-referenced matter should be addressed to:

Edward J. Ciechon
Sun Refining and Marketing Company
Ten Penn Center
1801 Market Street
Philadelphia, PA 19103-1699

Sincerely yours,



JAMES A. ROSEN

JAR/pjw
7jar13

cc: Lawrence Falkin, Compliance Officer
CERCLA Removal Enforcement Section
E.J. Ciechon



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III

841 Chestnut Building
Philadelphia, Pennsylvania 19107

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CERTIFIED MAIL
RETURN RECEIPT REQUESTED

APR 12 1988

In Reply Refer to: 3HW14

Sun Oil Company - (SUNOCO)
Mr. Mazzei
PO Box 426
Marcus Hook, PA 19061

Re: Metro Container Corporation Site

Dear Mr. Mazzei:

The U.S. Environmental Protection Agency ("EPA") is seeking information concerning a release, or the threat of a release, of hazardous substances into the environment. Pursuant to the authority of Section 3007(a) of the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. Section 6927(a), and Section 104(e) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), 42 U.S.C. Section 9604(e), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), you are requested to furnish all information and documents in Sun Oil Company - (SUNOCO)'s possession, custody, or control, or in the possession, custody, or control of any of Sun Oil Company - (SUNOCO)'s officers, employees or agents which concern, refer, or relate to hazardous substances as defined by Section 101(14) of CERCLA, 42 U.S.C. Section 9601(14), including but not limited to empty unwashed 55 gallon drums or other containers which Sun Oil Company - (SUNOCO) generated, transported, disposed of, or arranged for transportation or disposal of at the Metro Container Corporation or Metro Enterprises Container Corporation or Universal Container Corporation at Second and Price Streets, Trainer, PA 19013 (the "Site").

All information and documents requested are due to the address listed below within ten (10) calendar days of receipt of this letter.

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The response should include, but not be limited to, information and documentation concerning:

1. The types and quantities of the hazardous substances generated or transported by Sun Oil Company - (SUNOCO) and sent to, transported to, or disposed of at the Site;
2. the quantities and residual contents of unwashed 55 gallon drums or containers which Sun Oil Company - (SUNOCO) generated or transported and which were sent to, transported to, or disposed of at the Site, whether or not they contained hazardous substances;
3. the date(s) such substances and/or containers were sent to, transported to, or disposed of at the Site;
4. any correspondence between Sun Oil Company - (SUNOCO) and any regulatory agencies regarding such substances and/or containers;
5. any correspondence between Sun Oil Company - (SUNOCO) and Metro Container Corporation, Metro Enterprise Container Corporation, or Universal Container Corporation or any other third party regarding such substances and/or containers;
6. the identity of, and documents relating to, any other persons who generated, treated, stored, transported, or disposed, or who arranged for the treatment, storage, disposal, or transportation of such substances and/or containers to the Site;
7. copies of any deeds, rights-of-way, leases, or other real interests which Sun Oil Company - (SUNOCO) has or had in the Site; and
8. whether the substances or containers described above were sent to or transported to the Site for disposal, or reconditioning and return, or reconditioning and resale by Metro Container Corporation or Metro Enterprise Container Corporation or Universal Container Corporation.

Please describe any documents that were maintained by Sun Oil Company - (SUNOCO) of the transactions with Metro Container Corporation or Metro Enterprise Container Corporation or Universal Container Corporation, including the date of the documents, the author of the documents, the current location of the documents and the current custodian, and all efforts that were taken to identify these documents.

In addition to the above information, if your company is privately insured against releases of hazardous wastes or substances as a result of the handling of such materials, please inform us of the existence of such insurance and provide us with copies of all relevant insurance policies.

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As used herein, the term "documents" means writings (handwritten, typed or otherwise produced or reproduced) and includes, but is not limited to, any invoices, checks, receipts, bills of lading, weight receipts, toll receipts, correspondence, offers, contracts, agreements, deeds, leases, manifests, licenses, permits, bids, proposals, policies of insurance, logs, books of original entry, minutes of meetings, memoranda, notes, calendar or diary entries, agendas, bulletins, notices, announcements, charts, maps, photographs, drawings, manuals, brochures, reports of scientific study or investigation, schedules, price lists, telegrams, teletypes, phono-records, magnetic voice or video records, tapes, summaries, magnetic tapes, punch cards, recordings, discs, computer printouts, or other data compilations from which information can be obtained or translated.

You are entitled to assert a claim of business confidentiality covering all or part of the submitted information, in the manner described in 40 C.F.R. Section 2.203(b). Information subject to a claim of business confidentiality will be made available to the public only in accordance with the procedures set forth in 40 C.F.R. Part 2, Subpart B. Unless a business confidentiality claim is asserted at the time the requested information is submitted, EPA may make this information available to the public without further notice to you.

Please send the required information to:

Lawrence Falkin
U.S. Environmental Protection Agency, Region III
CERCLA Removal Enforcement Section (3HW14)
841 Chestnut Building, 6th Floor
Philadelphia, PA 19107

This Information Request is not subject to the approval requirements of the Paperwork Reduction Act of 1980, 44 U.S.C. Section 3501, et seq.

If you have any questions concerning this matter, please contact Lawrence Falkin at (215) 597-6679.

Sincerely,

for Neil R. Swanson
Bruce P. Smith, Chief
Hazardous Waste Enforcement Branch

cc. K. Richards
3/26/85
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AGREEMENT BETWEEN
SUN PETROLEUM PRODUCTS COMPANY
A DIVISION OF SUN OIL COMPANY OF PENNSYLVANIA
AND
UNIVERSAL CONTAINER STEEL DRUM CORPORATION
CONTRACT NO. 700-80-049

AGREEMENT
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This agreement made and entered into May 1, 1980,
between Sun Petroleum Products Company, a Division of Sun Oil
Company of Pennsylvania, 1608 Walnut Street, Philadelphia,
Pennsylvania 19103, hereinafter called "Sun", and Universal
Container Steel Drum Corporation, 2nd & Price Streets, Box "A",
Trainer, Pennsylvania 19016 hereinafter called Vendor.

ARTICLE 1 - Service. This agreement provides for the recondi-
tioning of Sun's used raw 55-gallon 18-gauge tight-head drums
by Vendor for Sun on a drum for drum basis and the delivery of
these reconditioned drums as requested to Sun's Marcus Hook
Refinery #5 Warehouse, Marcus Hook, PA 19061.

ARTICLE 2 - Quality.

A. Sun agrees to the inspection and drum acceptability
procedures described in Article 3 for all used raw drums picked
up at Sun's customer locations and/or used raw drums delivered
to the Vendor's plant.

B. Vendor warrants that all reconditioned drums delivered
to Sun will be inspected by Vendor and meet the following
applicable specifications:

(1) Reconditioned No. 1 Grade 55-gallon Tight Head 18-
gauge drums.

(2) Exterior Finishers' Spray Coating Drums -- Sun Speci-
fications.

C. Vendor agrees, to replace as required and install 2"
plugs (loose) and 3/4" plugs (tight) (Tri-Sure fittings).

D. Any necessary changes in grade, gauge, volumes or other modification of standards and specifications shall be made on the basis that prior notice shall be given and both parties shall mutually agree to the required adjustments(s). Final adjustment shall be confirmed in writing and signed by both parties, and attached as an addendum to the Agreement.

ARTICLE 3 - Drum Acceptability Standards

1. Drums having contained chemicals including anti-freeze are unacceptable. EXCEPTION: Drums having contained lubricant additives, such as Sunads, are acceptable.
2. Drums to be tight-head type, 18-gauge steel body and head.
3. Drums of 20/18 gauge (i.e. 20-gauge body and 18-gauge head) to be acceptable for reconditioning require authorization from Sun representative.
4. Drums having liners of various materials are not acceptable.
5. Basically, the only drums acceptable for reconditioning are those drums previously used for shipment of Sun's oils and in good re-usable condition.
6. Attached to this contract are excerpts from Sun's Drum Return Handbook to illustrate the types of damage occurring to drums thus rendering them unacceptable for reconditioning.

ARTICLE 4 - Services To Be Performed

Vendor is to provide total reconditioning of Sun's requirements for 55-gallon tight-head steel drums as directed by Sun. Sun's drums are to be reconditioned after delivery at Sun's expense to Vendor's plant access so as to include the following standards and/or methods of treatment:

- Caustic, acid, or detergent washing, as required, to remove all oil and dirt from the drums.
- Post-wash rinsing to remove potential contamination of drums' interior due to washing agents.
- Replacement of bungs and gaskets, when necessary.
- Mechanical rounding out and pressure resealing of chimes without the use of welding or chemical sealants.
- Pressure testing of all drums using low pressure air to an internal pressure of at least 5 psig and resulting in no visible leaks from the drums when under such pressure and when immersed in a water bath or soap film.
- Removal of dents, as necessary, to provide drums which will meet the above pressure test specifications and be capable of containing at least 55 gallons of liquid in the case of 55 gallon drums and 30 gallons of liquid in the case of 30 gallon drums.
- Head welding only is acceptable.
- Paint finish with colors as specified by Sun.

Effective Date: May 1, 1980Article 5 - Price.

Vendor agrees to the following schedule:

	<u>Price/Drum</u>
Reconditioned 55-gallon tight head 18-gauge or 20/18-gauge drum	\$ 5.25
Sale of 20/18-gauge additive drum to Vendor	\$ 5.00
Sale of open-head drum to Vendor	\$ 3.00
Option to purchase (10,000/yr.) 55-gallon tight-head 18-gauge drum from Vendor	\$11.00
F.O.B.: Marcus Hook Refinery	
Terms : Net 30 days	

ARTICLE 6 - Delivery to Vendor. Vendor agrees to accept and unload at Vendor's plant, Carload, Less-than Carload, Truckload, and Less-than Truckload shipments of Sun's used raw drums from Marcus Hook or Sun customers. Sun customer trucks and common carriers to be unloaded upon arrival at Vendor's plant.

ARTICLE 7 - Delivery to Sun by Vendor. Vendor shall deliver all reconditioned drums specified in this Agreement to Sun's plant.

ARTICLE 8 - Reporting by Vendor. Vendor agrees to report on a monthly basis, using the Drum Reconditioner Report form, used raw drums delivered by Sun or Sun's customers to Vendor's plant and all drums reconditioned and delivered to Sun by Vendor.

Vendor agrees to forward on a daily basis, drum-receiving tickets and all supporting documentation. Vendor will accept only Sun's drums for deposit return and reconditioning. Sun's drums in inventory at Vendor's plant will be segregated and not commingled with drums of other customers. Used raw 20/18 gauge drums returned to Vendor also will be segregated by Vendors for inspection and disposition by Sun's representative.

Vendor agrees to report by customer all drums picked up and provide a breakdown of good and scrapped drums by customer. These reports and supporting documentation shall be submitted to Sun Petroleum Products Company, Billing Department, P.O. Box 426, Marcus Hook, Pennsylvania 19061.

ARTICLE 9 - Surplus Drums. During the term of this Agreement, if a surplus inventory of reconditionable Sun-owned used raw drums accumulates at the Vendor's plant, Vendor agrees, at Sun's option to ship such surplus, freight collect, to a Sun designated location; or recondition such surplus in accordance with this Agreement and ship, freight collect, to a Sun designated location.

ARTICLE 10 - Risk of Loss. Risk of loss shall pass to Vendor under the following conditions:

- (1) Used raw drums picked up by Vendor or Vendor's designate
- (2) Used raw drums delivered by Sun or Sun's designate to Vendor's plant.

ARTICLE 11 - Performance Guarantee. Vendor guarantees that all service performed hereunder shall conform to all articles pertaining to service and quality in the Agreement and work shall be free from defects in workmanship and subject to final inspection and acceptance by Sun. Vendor shall notify Sun promptly if any of the said services or delivery schedules cannot be met. Vendor shall at its expense pick up from Sun and replace any drums not in accordance with quality standards stated in Article No. 2. Any deviation in performance or workmanship by Vendor will be considered by Sun reason for indefinite suspension of or termination of this Agreement.

ARTICLE 12 - Inspection and Access. All work required under this Agreement shall be subject to check and/or inspection by duly ORIGINAL accredited representatives of Sun. Sun shall, at all times, during (Red) normal working hours of Vendor have access to the plant and/or storage area where drums are being reconditioned or stored for the purpose of inspecting Vendor's reconditioning and/or checking Sun's inventory of drums for determining compliance with the terms of this Agreement.

ARTICLE 13 - Insurance. During the performance of all work hereunder, Vendor shall take out, carry and maintain in insurance company or companies, and in policies of insurance acceptable to Sun the following insurance with limits not less than indicated for the respective items.

A. Workmen's Compensation and Occupational Disease Insurance including Employer's Liability Insurance complying with laws of the State in which the work is to be performed or elsewhere as may be required. Employer's Liability Insurance shall be provided with a limit not less than \$500,000.

B. Comprehensive General Liability Insurance, including Contractual Liability and Products-Completed Operations Liability as well as coverage on all Vendor equipment (other than motor vehicles licensed for highway use) owned, hired or used in performance of this Agreement with limits not less than

\$1,000,000 - Bodily Injury & Property Damage combined each occurrence and aggregate

- C. If performance of this Agreement required use of motor vehicles licensed for highway use, Vendor shall provide the following insurance:

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Automobile Liability Insurance, including Contractual Liability, covering all motor vehicles owned, hired or used in the performance of this Agreement, with limits not less than

\$500,000 - Bodily Injury & Property Damage combined each occurrence.

- D. Fire Legal Liability, in the amount of at least \$500,000. Should Sun so request, Vendor shall supply certificates evidencing coverage of such insurance during the term of this Agreement.

ARTICLE 14 - Payment to Vendor. Vendor's invoices in triplicate shall be submitted with all supporting documentation to Sun Petroleum Products Company, Accounts Payable, P.O. Box 395, Marcus Hook, Pennsylvania 19061. Sun agrees to pay Vendor net thirty (30) days upon receipt and approval of invoice. Trailers dropped shipped will be signed as delivered.

ARTICLE 15 - Force Majeure. Neither party shall be liable for failure to deliver drums hereunder when prevented by any cause beyond its control, and neither party shall be liable for failure to receive drums when prevented from receiving or using them in its customary manner by any cause beyond its control.

Any party who is prevented from performing for any reason provided herein shall immediately notify the other party of the cause for such non-performance and of the anticipated extent of the delay. If Vendor is unable to perform, Sun may buy drums or secure recon-

obtaining service from other sources during the period Vendor is unable to perform.

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ARTICLE 16 - Liability. Vendor agrees to protect, defend, reimburse indemnify and hold Sun, its parent, the respective subsidiaries and affiliates, and the employees and agents of Sun, of its parent and the respective subsidiaries and affiliates, and each and every one of them free and harmless at all times from and against any and all claims, liabilities, expenses, losses, demands, damages, fines and causes of action of every kind and character from any cause whatsoever, made, incurred, sustained or initiated by any party hereto, any party acquiring any interest hereunder, any agent or employee of any party hereto or of any party acquiring an interest hereunder, any third or other party whomsoever, or any governmental agency, arising out of, incident to or in connection with this Agreement, or the performance, nonperformance or purported performance of the work or services or breach of the terms hereof; provided, however, that Vendor shall not be responsible to Sun for damages arising out of bodily injury or damage to property attributable to the sole negligence of Sun, its parent, the subsidiaries of either or their respective agents, servants or employees.

ARTICLE 17 - Assignment. Any assignment of this Agreement by either party without the other party's written consent shall be void.

ARTICLE 18 - Notice. Notices under this Agreement must be in writing and shall be sent to Sun Petroleum Products Company, 1608 Walnut Street, Philadelphia, Pennsylvania 19103, Attention: M. P. O'Connor.

ARTICLE 19 - Compliance. Vendor warrants that the drums sold or services furnished under this Agreement have been produced or furnished in full and complete compliance with all applicable laws and regulations including, among others, the Fair Labor Standards Act, as amended, Executive Order No. 11246 (Equal Employment Opportunity) effective October 24, 1965, with all amendments thereto or as it may be superceded. Vendor agrees that all the provisions of said Executive Order, governing employment up-grading, demotion, transfer, recruitment, layoff, termination, compensation, training and apprenticeship without discrimination on account of race, creed, sex, color or national origin, as they may be amended or superceded, are hereby made a part hereof by reference and are binding upon Vendor. Vendor further agrees to execute, upon Sun's request, Sun's standard form of Certificate of Compliance with U.S. Government's laws governing Equal Employment Opportunity and Contractor and Suncontractor Listing Requirements (41 CFR Section 50-250.2) which Certificates of Compliance, upon execution by Vendor shall become a part hereof without further reference thereto.

ARTICLE 20 - Occupational Safety and Health. To the extent that it is within Vendor control, Vendor warrants that the drums sold under this Agreement comply in all respects with the Occupational Safety and Health Act (OSHA), Environmental Protection Agency (EPA), and all applicable Regulations, Rulings, Orders and Standards, promulgated thereunder.

WARNING: VENDOR ACKNOWLEDGES SUN'S WARNING THAT THESE USED RAW DRUMS WHICH THE VENDOR RECEIVES FROM SUN MAY BEAR OR CONTAIN HAZARDOUS OR TOXIC CHEMICALS, OR MATERIALS WHICH MAY BE, OR MAY

HAZARDOUS TO LIFE, TO HEALTH, TO PROPERTY OR TO THE ENVIRONMENT
BY REASON OF TOXICITY, FLAMMABILITY, EXPLOSIVES, OR FOR OTHER
SIMILAR OR DIFFERENT REASONS DURING USE, DISMANTLING, REMOVAL,
HANDLING, TRANSPORTING, CLEANING, RECONDITIONING, DISPOSAL, OR
DESTRUCTION.

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THE VENDOR UNDERSTANDS THAT NO CHANGE IN THIS WARNING SHALL
BIND SUN UNLESS MADE IN WRITING BY SUN'S AUTHORIZED AGENT. NO
SPECIFIC OR ADDITIONAL WARNING SHALL BE DEEMED TO LIMIT THIS
WARNING, AND IF THE ADDITIONAL SPECIFIC WARNING IS INADEQUATE, ALL
OTHER TERMS AND CONDITIONS OF THIS AGREEMENT SHALL STILL APPLY.
NO COURSE OF ACTION BY THE VENDOR SHALL LIMIT THIS WARNING.

THE VENDOR AGREES TO GIVE WARNING OF THE POSSIBLE HAZARD
TO ANY PERSONS TO WHOM THE VENDOR DELIVERS THESE USED RAW DRUMS
OR WHOM SUN CAN REASONABLY FORESEE MAY BE EXPOSED TO THEIR HAZARDS;
THIS AGREEMENT BY VENDOR TO GIVE WARNING DOES IN NO WAY LIMIT
ARTICLE 14, LIABILITY.

ARTICLE 21 - Applicable Law. This Agreement shall be governed by
the laws of the state of Pennsylvania.

ARTICLE 22 - Termination. Upon termination of this Agreement, and
for thirty (30) days thereafter in the case of Sun customer ship-
ments to the Vendor's PLANT, Vendor shall continue the reporting
procedure for the thirty (30) days thereafter in accordance with
the Agreement.

Vendor further agrees, upon termination, to deliver to Sun
all Sun owned Reconditioned No. 1 Grade Drums, except to the extent
of purchases made by Vendor hereunder, located at Vendor's PLANT
at the prices shown in Article 5 of this Agreement.

ARTICLE 23 - Period. This agreement shall be in effect for one (1) year (12 months), beginning May 1, 1980 and continuing in effect thereafter year after year until cancelled by either party upon 60 days notice.

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ARTICLE 24 - Entire Agreement. This agreement constitutes the entire agreement between Sun and Vendor relating to the services and purchase of drums more fully described in this Agreement during the period specified herein and may not be added to, changed, supplemented or explained by alleged prior dealings, usages of trade or course of dealing or of performance except to the extent of the terms in which those prior dealings, usages of trade or course of dealing or of performance are specifically set out herein. No waiver of or exception to any of the terms, conditions or provisions contained in this Agreement shall be valid unless agreed to in writing by a duly authorized agent of Sun and Vendor. No modification or waiver of any covenant or condition of this Agreement shall be affected by acknowledgment, receipt, or acceptance by Sun or Vendor of any communication or form containing covenants or conditions at variance with those set forth herein.

UNIVERSAL CONTAINER STEEL
DRUM CORPORATION

BY: [Signature]
TITLE: Manager (H.V.P.)
DATE: 4/24/80

SUN OIL COMPANY OF PENNSYLVANIA

BY: M.P.O. Conrad
TITLE: Manager Purchasing & Purchased
DATE: 4/21/80

APPENDIX "4"

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METRO CONTAINER CORPORATION
CONTRACT #700-80-049

This Appendix is issued to revise prices as follows:

- . Reconditioned 55 gallon 18 gauge or 20/18 gauge TH drums \$6.35 each
- . Purchase of 55 gallon 18 gauge or 20/18 gauge TH drums \$12.45 each
- . Sale of Open Head drums to Metro \$3.00 each
- . Sale of 55 gallon TH drums not suitable for reconditioning and reuse by Sun to Metro \$2.00 each

ABOVE PRICES EFFECTIVE JUNE 1, 1984 THROUGH MAY 31, 1985.

SUN REFINING AND MARKETING COMPANY

BY

David G. Luning
David G. Luning

Manager-Catalyst, Packaging

TITLE & Product Purchases

DATE

27 June 84

SUN

1 of 1

RECEIVING ACCOUNTS PAYABLE 2A

ORIGINAL
(Red)SUN REFINING AND MARKETING COMPANY
1801 MARKET STREET
PHILADELPHIA, PENNSYLVANIA 19103☐ Purchase Requisition/Order☒ Contract Release

Note: Show order and contract numbers on all invoices, packages, correspondence, bills of lading, shipping papers, packing lists, and delivery tickets.

Information regarding this order can be supplied by
David G. LuningTyped By
djw

Deliver By (Date)

Ship Via

Date
6/11/85

Order No.

Contract No.
800-75-053

Account or Appropriation Number

Terms

Sales
or
Use
Tax

Exempt

Subject

Not
Subject

City/State

F.O.B.

Marcus Hook

To:

METRO CONTAINER CORP.
SECOND & PRICE STREETS
P.O. BOX A
TRAINER, PA 19016

Invoice In Triplicate to:

SUN R&M

P.O. BOX 395

MARCUS HOOK, PA 19061

Attach to invoice receipted freight bills or bills of lading covering any transportation charges included.

Ship To: Same as "Invoice to" unless otherwise noted here:

SUN R&M

MARCUS HOOK REFINERY

MARCUS HOOK, PA 19061

Please supply, subject to terms of this order.

Item	Quantity	Unit	Material/Commodity Code	Description	Unit price	Amount
------	----------	------	-------------------------	-------------	------------	--------

This Agreement cancels and supersedes Contract #700-80-049.
This Agreement provides for the supply of reconditioned
55 gallon tight head 20/18 gauge drums.

1. Quality/Specification

Metro Container warrants that all reconditioned drums
delivered to Sun will meet the following specifications:

- #1 Grade 55 gallon tight head 20/18 gauge.
- Exterior finished spray coated. Sun Specifications
blue body/yellow head. Other colors as specified.
- Fitted with 2" flange (loose) and 3/4" plugs (tight)
(TriSure or Reike fittings)

Drums supplied will be treated to remove all contaminants
and shall be rust free. All drums shall be pressure
tested at least 5 psig and show no visible signs of
leakage under such pressure when immersed in a water bath
or soap film.

Interior to be phosphate treated. Any drum not acceptable
to Sun, at time of inspection at Sun's facility, shall be
returned to Metro for full credit.

MNL90 1

Purchasing Authority

SUN REFINING AND MARKETING COMPANY (AND) METRO CONTAINER CORP.

2. Price: Supply of drums @ \$12.45/each

Metro agrees to purchase surplus reconditionable tight head drums from Sun @ \$5.50/each

Prices are firm for one year--June 1, 1985 to May 31, 1986. Any price changes are subject to negotiation.

3. Invoicing

Metro will invoice in triplicate with all supporting documentation to Sun Refining and Marketing Accounts Payable. Trailers drop-shipped will be signed as delivered. Sun agrees to pay Net 10 days upon receipt and approval of invoice.

Metro will issue dollar credits monthly for the reconditionable drums that they purchase from Sun. Credits will be applied to outstanding invoices.

4. Releases and Shipments

Drum releases to be scheduled by Marcus Hook Blending & Packaging plant. Metro shall notify Sun of any irregularities in their production schedule which will prohibit Metro from meeting schedules.

5. Reporting

Metro to submit by fifth working day of each Month a complete resume of the previous months' activity of shipments to Sun and for receipts from Sun. Copies of this report shall be sent to the following locations:

Sun Refining and Marketing Company
Marcus Hook Refinery
2nd & Green Streets
Marcus Hook, PA 19061

ATTN: Accounts Payable
ATTN: Materials Management
ATTN: B&P Lubes Service Center

Sun Refining and Marketing Company
1801 Market Street
Philadelphia, PA 19103
ATTN: Manager-Catalyst, Packaging & Product Purchases

6. Period & Cancellation

This Agreement shall be effective June 1, 1985 and continue in effect until cancelled by either party with sixty (60) days written notice at any time.

METRO CONTAINER CORP.

P.O. Box A
Second & Price Streets
TRAINER, PENNSYLVANIA 19016

(215) 485-6100

INVOICE

2771 ORIGINAL
(Red)

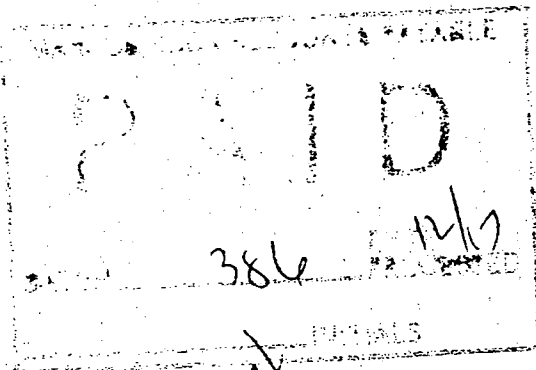
SALESPERSON	DATE OF INVOICE
SHIP TO	11/4/87

TO:
Sun Oil Company
P.O.Box 395
Marcus Hook PA 19316

ACCOUNT NO.	DATE SHIPPED	SHIPPED VIA	COL	P.P.	F.O.B. POINT	TERMS	YOUR ORDER NUMBER	
200875	11/4/87	Our Truck				N 10 Days		
QUANTITY	DESCRIPTION						UNIT PRICE	AMOUNT
7	312	55 Gallon Scrap Drms					\$6.00	\$42.00 ✓
		Picked up 10-14-87						
15	312	55 Gallon Scrap Drums					6.00	90.00 ✓
		Picked up 10-29-87						
<div>RECEIVED</div> <div>NOV 10 1987</div> <div>DEC 14 1987</div> <div>M. H. COLTS</div> <div>CAYVILLE</div> <div>Thank You</div>								
							TOTAL	\$132.00

Thank You

ORIGINAL



LES
AX

Metro Container Corporation

ORIGINAL 5029
(Red)

SECOND & PRICE STREETS Box -A' TRAINER, PENNSYLVANIA 19013
215-627-7288 215-494-8200

SHIPPED TO

200875
Sun Oil Company
P.O. Box 395
Marcus Hook, Pa. 19061

YOUR ORDER NO	OUR ORDER NO	SHIPPED VIA	SALESMAN	TERMS	DATE
800-75-053					8/7/85
QUANTITY	CODE	DESCRIPTION	PRICE	AMOUNT	
		<u>CREDIT MEMO</u>			
		479 Sun oil drums purchased	\$5.50 \$x50	\$2,634.50	
		60 Sun Tech oil drums purchased	5.50	330.00	
		171 Sun Tech additive, etc. drums purchased	2.50	427.50	
				<u>\$3,392.00</u>	
		Sun Tech drums being paid according to previous contract, pending arrival of new contract.			
		PURCHASE CODE 1			

RECEIVED

AUG 13 1985

M. H. ACCTS.
PAYABLE

INVOICE

ARTICLE 19 - Compliance. Vendor warrants that the drums sold or services furnished under this Agreement have been produced or furnished in full and complete compliance with all applicable laws and regulations including, among others, the Fair Labor Standards Act, as amended, Executive Order No. 11246 (Equal Employment Opportunity) effective October 24, 1965, with all amendments thereto or as it may be superceded. Vendor agrees that all the provisions of said Executive Order, governing employment up-grading, demotion, transfer, recruitment, layoff, termination, compensation, training and apprenticeship without discrimination on account of race, creed, sex, color or national origin, as the may be amended or superceded, are hereby made a part hereof by reference and are binding upon Vendor. Vendor further agrees to execute, upon Sun's request, Sun's standard form of Certificate of Compliance with U.S. Government's laws governing Equal Employment Opportunity and Contractor and Suncontractor Listing Requirements (41 CFR Section 50-250.2) which Certificates of Compliance, upon execution by Vendor shall become a part hereof without further reference thereto.

ARTICLE 20 - Occupational Safety and Health. To the extent that it is within Vendor control, Vendor warrants that the drums sold under this Agreement comply in all respects with the Occupational Safety and Health Act (OSHA), Environmental Protection Agency (EPA), and all applicable Regulations, Rulings, Orders and Standards, promulgated thereunder.

WARNING: VENDOR ACKNOWLEDGES SUN'S WARNING THAT THESE USED RAW DRUMS WHICH THE VENDOR RECEIVES FROM SUN MAY BEAR OR CONTAIN HAZARDOUS OR TOXIC CHEMICALS, OR MATERIALS WHICH MAY BE, OR MAY BE DIRECTLY OR INDIRECTLY

HAZARDOUS TO LIFE, TO HEALTH, TO PROPERTY OR TO THE ENVIRONMENT
REASON OF TOXICITY, FLAMMABILITY, EXPLOSIVES, OR FOR OTHER
SIMILAR OR DIFFERENT REASONS DURING USE, DISMANTLING, REMOVAL,
HANDLING, TRANSPORTING, CLEANING, RECONDITIONING, DISPOSAL, OR
DESTRUCTION.

ORIGINAL
(Red)

THE VENDOR UNDERSTANDS THAT NO CHANGE IN THIS WARNING SHALL
BIND SUN UNLESS MADE IN WRITING BY SUN'S AUTHORIZED AGENT. NO
SPECIFIC OR ADDITIONAL WARNING SHALL BE DEEMED TO LIMIT THIS
WARNING, AND IF THE ADDITIONAL SPECIFIC WARNING IS INADEQUATE, ALL
OTHER TERMS AND CONDITIONS OF THIS AGREEMENT SHALL STILL APPLY.
NO COURSE OF ACTION BY THE VENDOR SHALL LIMIT THIS WARNING.

THE VENDOR AGREES TO GIVE WARNING OF THE POSSIBLE HAZARD
TO ANY PERSONS TO WHOM THE VENDOR DELIVERS THESE USED RAW DRUMS
OR WHOM SUN CAN REASONABLY FORESEE MAY BE EXPOSED TO THEIR HAZARDS;
THIS AGREEMENT BY VENDOR TO GIVE WARNING DOES IN NO WAY LIMIT

ARTICLE 14, LIABILITY.

ARTICLE 21 - Applicable Law. This Agreement shall be governed by
the laws of the state of Pennsylvania.

ARTICLE 22 - Termination. Upon termination of this Agreement, and
for thirty (30) days thereafter in the case of Sun customer ship-
ments to the Vendor's PLANT, Vendor shall continue the reporting
Procedure for the thirty (30) days thereafter in accordance with
the Agreement.

Vendor further agrees, upon termination, to deliver to Sun
all Sun owned Reconditioned No. 1 Grade Drums, except to the extent
of purchases made by Vendor hereunder, located at Vendor's PLANT
at the prices shown in Article 5 of this Agreement.

Letter 1/31/84 Sun Refining and Marketing
discontinued returnable drum deposit policy
effective 2/6/84

The following MSDS have Sun Refining and
Marketing Company's name on them as well as
univ_{cont}/ Arco's. [Sun & Arco's refinery?]

- AR 30817 12/7/85 paraffinic distillate oil, ^{gear oil} additive w/ phosphorus,
sulfur + nitrogen + a pour depressant (Arco)
- SUNVIS 999 (220) 11/30/85 severely solvent refined heavy paraffinic distillate
Di-Tertiary Butyl Paracresol; methacrylate
polymer, zinc dithio dialkyl carbamate,
mixed alkylated diphenylamines, tetraphenyl
succinic anhydride + silicone polymer (univ_{cont}
(meter))
- AR 44670 7/12/85 severely solvent refined heavy paraffinic
distillate, substituted succinic derivatives;
dithiophosphoric acid derivatives; red dye;
hace defoamer (zinc ^{0.05%}, sulfur ^{0.16%} + phosphorus ^{0.04%} (Arco))
- AR 15743 Duro 220 7/12/85 severely solvent refined heavy paraffinic
distillate; di-tertiary butyl paracresol,
methacrylate polymer, (zinc) dithio
dialkyl carbamate; mixed alkylated
phenylamines; tetraphenyl succinic
anhydride and silicone polymer (Arco)
- [see Xeroxes -- taking too long to have write.